

HARVEY LINDSAY

Commercial Real Estate

Retail Lease

THIS LEASE submitted for Tenant signature in triplicate this the 11th day of October, 2000, by and between Grafton II Associates, A Virginia General Partnership, the Landlord and County of York, the Tenant with an Invoice address of: and HARVEY LINDSAY COMMERCIAL REAL ESTATE, the Agent.

-:WITNESSETH:-

PREMISES: Landlord does hereby lease to Tenant and Tenant rents from Landlord, the following described premises (herein referred to as "Premises" or "Leased Premises" or "Demised Premises") that store space marked on the attached Site Plan Exhibit A and known as 17-19 with a street address of 5314 George Washington Memorial Highway which is part of Washington Square Shopping Center (herein referred to as "Shopping Center") located in the City of York County; said Premises having the approximate dimensions of 85 deep feet x 75 wide feet and containing approximately 6,367 square feet of gross floor area, to be used only:

USE CLAUSE: Operation of a Senior Center and for no other use.

LEASE TERM: To have and to hold the same for a Lease Term of Five (5) Lease Years and 0 months, plus the balance of any partial month, if any, for the month during which the Premises are delivered to Tenant, commencing on the Commencement Date; which is: ~~(a) thirty (30) days after Landlord notifies Tenant in writing that the Premises are ready for fixturing, (b) the date that the Tenant opens the Premises for business, whichever (a) or (b) is sooner,~~ or (c) February 1, 2001 and terminating on January 31, 2006 hereinafter known as the Termination Date.

LEASE YEAR DEFINITION: The first "Lease Year" shall commence on the first full month of the Term, and include part of the previous month, if applicable, and shall end at the close of the twelfth (12th) full calendar month following the commencement of the Term. Thereafter, each Lease Year shall consist of successive periods of twelve (12) calendar months. If the Commencement Date is not on the first day of a calendar month, rent for the period between the Commencement Date and the first day of the following month shall be apportioned on a per diem basis per specific month at the monthly rate provided in Article 1 and shall be payable on the Commencement Date. Any portion of the Term remaining at or following the end of the last full Lease Year shall be part of the final Lease Year, and the ~~Base~~ Gross Rent and any Additional Rent charges shall be prorated and paid accordingly. In the event of tenant holdover after Termination Date, the first day of the month demands a full monthly rental obligation, unless otherwise set aside in writing.

1. **BASE GROSS RENT:** Tenant agrees to pay Landlord as rent for the Premises a guaranteed minimum annual ~~Base~~ Gross Rent of Sixty five thousand seven hundred seventy one and 11/100 Dollars (\$ 65,771.11) payable in equal monthly installments of Five thousand four hundred eighty and 93/100 Dollars (\$ 5,480.93). Each monthly installment together with such amounts due for Additional Rent, as hereinafter defined, shall be due and payable without demand therefore being made and without offset of any kind in advance upon the first day of each calendar month of the Term at the office of and made payable to Landlord's Agent, Harvey Lindsay Commercial Real Estate, 999 Waterside Drive, 14th Floor, Norfolk, Virginia 23510-3300, or at such other place as Landlord may, from time to time, designate in writing. *SEE PARAGRAPH 44

2. **PAST DUE RENT AND LATE CHARGES:** Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon by Landlord by terms of any mortgage or deed of trust covering the Premises or Shopping Center. In such event that Tenant shall fail to pay, when the same is due and payable, any ~~Base~~ Gross Rent, Additional Rent charges or adjustments or Percentage Rent, and if said sums have not been paid within ten (10) days of their due date, then Tenant shall pay to Landlord's Agent a "Late Charge" of One Hundred Dollars (\$100.00) or two percent (2%) of the amount due on all rents, whichever is greater. Tenant further covenants and agrees to pay Landlord's Agent as a "bad check" or returned check charge the amount of Twenty-five Dollars (\$25.00) per bad check.

Any payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord shall be treated as a payment on account and may be applied to any amounts which are due as the Landlord may see fit. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or any letter accompanying such check, that such lesser amount is payment in full shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

3. **PERCENTAGE RENT:** In addition to the Base Rent, Tenant shall pay to Landlord as Additional Rent an amount equal to percent (%) of the gross sales, if any, in excess of Dollars (\$) made in, upon or from the Demised Premises during any Lease Year. Said sums are hereafter referred to as "Percentage Rent." For the purpose of determining Percentage Rent due, each Lease Year during the Term hereof shall be considered as an independent accounting period. Gross sales in any Lease Year shall not be carried over into any other Lease Year.

PERCENTAGE RENT PAYMENTS: Percentage Rent shall be determined and shall be payable on or before the sixtieth (60th) day following the close of each Lease Year that Tenant's gross sales, as herein defined, exceed the amount specified. Any Percentage Rent not paid in ninety (90) days after the close of Lease Year is past due and considered delinquent rent, subject to the Late Charges found in Article 2.

SALES REPORT: Tenant shall within ten (10) days after the end of each calendar month, submit to Landlord, a statement of the amount of gross sales made during the preceding month. Failure to submit Gross Sales reports is also subject to an administrative surcharge of Fifty Dollars (\$50.00) to offset collection efforts and is regarded as Additional Rent. In addition to monthly reports, an authorized representative of the Tenant shall submit an annual sales report to the Landlord verifying the previously submitted monthly reports. The same is regarded as the Tenant's Annual Gross Sales Report and is due on or before the sixtieth (60th) day following each Lease Year with any Percentage Rent due.

GROSS SALES: The term "Gross Sales" means the actual rental or sales price, whether wholly or partly for cash or on credit, all of merchandise and services and other receipts of all and any business conducted in or from the Premises, including telephone sales, all deposits not refunded to purchasers and orders taken in or from the Premises, although said orders may be filled elsewhere. Sales by any sublessee, concessionaire or licensee in or from the Premises shall be treated as if the sales were made by Tenant. Tenant further agrees not to divert sales, directly or indirectly, from the Leased Premises to any other store, place, or merchants' convention. There shall be excluded from Gross Sales: (i) any sums collected on claims against transportation companies or carriers; (ii) the selling price of goods which are delivered in exchange for goods returned, or the selling price of goods returned without exchange; (iii) the value of merchandise returned to the manufacturer, vendor or shipper or transferred from the Demised Premises to another store operated by Tenant or any affiliate of Tenant; (iv) any sales tax or similar tax imposed by any governmental authority (but not a so-called "chain store" tax); (v) any sale or transfer of all, or a substantial part, of the stock or merchandise or business of Tenant in or upon the Demised Premises, as a whole, to another corporation or successor owner of the business of Tenant; (vi) any money received from any insurance or indemnity company or companies because of any loss, damage or destruction of or to the merchandise, fixtures, or equipment of Tenant at the Demised Premises, or for business interruption; and (vii) financing charges added to customers' bill where credit is extended. Each sale upon installment or credit shall be treated as a sale for the full price in the month during which such sale shall be made, irrespective of the time when Tenant shall receive payment, whether full or partial, from its customers.

BUSINESS RECORDS AND LANDLORD'S RIGHT TO AUDIT: Tenant shall keep in the Premises or at the principal office of Tenant, or at a location made known to Landlord by Tenant, for a period of two (2) consecutive years following the end of each Lease Year a complete and accurate record of all Gross Sales of merchandise and service revenues derived from business conducted at, in, from and upon the Premises for such Lease Year. Tenant further agrees to keep for at least two (2) years after the expiration of each Lease Year, all original sales records and sales slips or sales checks and other pertinent original sales records. All such records, including sales tax reports, business and occupation tax reports and all other records and books kept by Tenant in relation to the business conducted at, in, from and upon the Premises shall be open to the inspection and audit of Landlord and its agents at all reasonable times during ordinary business hours. The receipt by Landlord of any statement or any payment of Percentage Rent for any period, or the failure of Landlord to make an audit for said period, shall not bind Landlord as to the correctness of the statement or the payment, nor bar Landlord from collecting at any time thereafter the correct Percentage Rent due for said period. If any audit by Landlord or its agent of Tenant's records shall reveal that Tenant understated its sales reports, Tenant shall pay the difference in Percentage Rent indicated by such audit, together with interest at the rate of fifteen percent (15%) per annum from the date when said payment should have been made. Further, in the event that Tenant's sales were understated by more than two percent (2%) for such time period, then Tenant shall reimburse the Landlord for the cost of such audit.

4. **NO JOINT VENTURE:** It is hereby agreed that nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between Landlord and Tenant, or between Landlord and any other party, or cause either party to be responsible in any way for the debts or obligations of the other party.
5. **ADDITIONAL RENT CHARGES:** Tenant shall pay to Landlord as Additional Rent, and in addition to Base Rent and/or Percentage Rent, its proportionate share or prorated share, of the Shopping Center operating expenses which, for the purpose of this Lease, are hereinafter defined as the Tenant's share of Landlord expenses for Common Area Maintenance, Real Estate Taxes and Insurance. For purposes hereof, the term "Shopping Center" shall mean that portion of the total shopping complex owned and controlled by the Landlord, but does not include buildings, parking lots and other common areas owned by others or ground leased by others or maintained by others. For calculations purposes, the size of the Premises shall serve as the numerator and the gross leasable area of the Shopping Center shall serve as the denominator. Tenant shall pay its prorated share, based upon the ratio of the square feet of the Premises to the square feet of the gross leasable area of the Shopping Center.

Landlord shall estimate Tenant's share of expenses for Common Area Maintenance, Real Estate Taxes and Insurance costs on the basis of periods of twelve (12) consecutive months commencing and ending on such dates as may be designated by the Landlord. Tenant shall pay one twelfth (1/12th) of its estimated share monthly. Landlord may revise its estimate of such costs at anytime. Tenant, upon notice, shall adjust its monthly installments during the remainder of the period to reflect such revised estimate. After the end of each designated twelve (12) month period, Landlord shall furnish Tenant a statement of the actual costs for the period, and there shall be an adjustment between Landlord and Tenant, with a payment to Landlord or a credit to Tenant, as the case may be, to the end that Landlord shall receive the entire amount of Tenant's share for such period. The same subsequent, additional payments are hereinafter referred to as Additional Rent adjustments.

6. **COMMON AREA MAINTENANCE CHARGE:** Tenant hereby agrees to pay to Landlord as Additional Rent its prorated share of the Shopping Center's Common Area Maintenance, a.k.a. CAM, expenses. For purposes of this Lease, the Shopping Center Common Areas are hereby defined as all areas, space, equipment (including sprinkler) and other special services provided by the Landlord for the common or joint use and benefit of the Shopping Center Tenants, their employees, agents, customers and other invitees; including, without limitation, all parking areas, access roads, driveways, retaining walls, landscaped areas, truck service-ways, loading docks, pedestrian malls, sidewalks, canopies, court yards, stairs, ramps and exterior, structural sidewalls. The Shopping Center's Common Area Maintenance expenses refer to the total cost and expenses incurred by Landlord in operating and maintaining the Common Areas and facilities. The same include, without limitation, gardening and landscaping of the Shopping Center, landscape watering and sprinklers, parking lot pavement repairs and maintenance and parking lot striping, sidewalk repairs and maintenance, trash and rubbish and garbage removal, in the event Landlord provides dumpsters, fire protection (sprinkler system and electronic monitoring, etc.), customer safety or security services, building painting, parking lot lighting, Shopping Center signage repair and maintenance, sanitary control, pest control and snow removal. CAM expenses also include depreciation on machinery and equipment used in such maintenance, the cost of personnel to implement such services, the cost of personnel to direct parking and to police the common facilities and other general Common Area repairs. In addition, Common Area Maintenance expenses shall also includes storm water fees and water and sewage charges, if the same is not individually metered by the Landlord, and the lighting of Tenant's signage, if the same is connected with the parking lot light meter or is paid by Landlord.

For purposes of this Lease, the CAM charge is estimated to be and shall start at \$ 0.00 per month.

7. **REAL ESTATE TAX CHARGE:** Tenant shall pay to Landlord as part of Additional Rent its share of all real estate taxes. The same include, but are not limited to, real estate taxes, ad valorem taxes and assessments, taxes on real estate and rental receipts, taxes on Landlord's gross receipts, or any other taxes imposed upon or levied against the real estate or upon the owners of same real estate as such, or payments made to federal, state or local authorities by Landlord in lieu of any such taxes or assessments allocable to the Shopping Center. In the event of tax protest, Tenant shall pay the reasonable cost (including fees of attorneys, consultants and appraisers) of any negotiation, contest or appeal pursued by the Landlord in an effort to reduce any such tax assessment or charge. The same are all collectively referred to herein as "Taxes" Tenant's share of Taxes shall be based upon the ratio of the square feet of the Leased Premises to the total leasable square feet in the Shopping Center or to the separately assessed building of which the Leased Premises are a part.

For the purpose of this Lease, the Tax charge is estimated to be and shall start at \$ 0.00 per month.

8. **INSURANCE CHARGE:** Landlord shall obtain and keep in force during the Term of this Lease, a policy or policies of insurance, covering loss or damage to the Shopping Center, its Common Areas and the building of which the Leased Premises are a part, in an amount not less than eighty percent (80%) of the replacement costs thereof, providing protection against all perils included within the classifications of fire, extended coverage, vandalism, malicious mischief, special extended perils (all risks), together with public liability insurance with established limits of coverage deemed appropriate by the Landlord for personal injury or injuries. Tenant shall also pay it's share, as previously defined in Article 5 herein, of Landlord insurance premium.

For purposes of this Lease, the Insurance charge is estimated to be and shall start at \$ 0.00 per month.

9. **PROMOTION FUND:** In the event that the Shopping Center has established a Promotion Fund, Tenant shall regularly contribute to the Shopping Center Promotion Fund and shall abide by any rules or regulations promulgated by such fund. Tenant shall pay all dues established by the fund, as and when billed. Landlord shall contribute to the fund for each fund fiscal year an amount equal to but not less than twenty-five cents (\$.25) for each dollar of aggregate contributions made to the fund by the Tenants for each period.

For purposes of this Lease, the Promotion Fund Fee is \$ 0.00 per month.

10. **UTILITIES:** Tenant shall promptly pay all charges when due for water and sewerage, gas and electricity and other utility charges and utility taxes in connection with the use of the Premises. In the event that the Tenant is part of a common water system, Tenant agrees to reimburse Landlord, for water and sewer charges, based upon Landlord estimates for Tenant. Further, Landlord reserves the right to install and read submeters for individual Tenant stores, when on a common water system and to invoice Tenant for its water consumption. Landlord shall, in no event, be liable for any interruption or failure in supply of any such utilities to the Premises.

11. **SECURITY DEPOSIT:** Tenant did deposit with Landlord and Landlord retains a Security Deposit in the amount of \$~~5,480.93~~ **5,480.93** as security for the full and faithful performance by Tenant of all terms and covenants of this Lease required to be performed by Tenant. If at any time Tenant shall be in default of any of the covenants of this Lease, Landlord is entitled, at its discretion, to use the Security Deposit, or so much thereof, as may be necessary to rectify or cure same default. In the event that the Landlord utilizes the Deposit, Tenant shall promptly restore same to Landlord upon Landlord's demand therefore. No interest shall be paid by Landlord to Tenant with respect to the Security Deposit. The Security Deposit, or that portion that remains, shall be returned to Tenant following the termination of this Lease, provided that Tenant has fully and faithfully carried out all its terms and covenants and paid up all its ~~Base~~ Gross Rent, Percentage Rent, Additional Rent and/ or adjustments and Late Charges.
12. **NO ASSIGNMENT OR SUBLEASE:** Tenant covenants not to assign, mortgage or encumber this Lease nor sublet or suffer or permit the Premises or any portion thereof to be used by others without the prior written consent of the Landlord in each instance. The transfer of fifty percent (50%) or more of Tenant's stock, if Tenant is a corporation, or the transfer of twenty-five percent (25%) or more partnership interest in Tenant, if Tenant is a partnership, or the dissolution of Tenant as a corporation or partnership, is regarded as an assignment of the Lease, and the same is not permitted without the prior written consent of the Landlord. Tenant and any guarantors shall remain liable for the Lease, its terms and covenants in such event that the Landlord does grant consent to an assignment or sublease, and shall guarantee the performance of the assignee or subtenant without the need for guarantor's signature or consent thereto.
- If this Lease is assigned, or if the Premises or any part thereof is sublet or occupied by anyone other than the Tenant, without the prior written consent of the Landlord, the Landlord is permitted to collect rent from the assignee, subtenant or occupant and apply the net amount collected to all rent herein due and reserved, but the application of same rent shall not be regarded as implied or written consent to any assignment or sublease. Collection of rent shall not be deemed a waiver of the covenants contained in this Article 12. The acceptance of the assignee, subtenant or occupant as Tenant does not constitute a release of the performance of the covenants required to be performed by Tenant. In such event that the Tenant assigns its leasehold interest or sublet the Leased Premise for rents in excess of those rents reserved herein, Tenant shall pay all such excess rent to Landlord as Additional Rent. Tenant further agrees to pay the sum of Two Hundred Fifty Dollars (\$250.00) to Landlord's Agent to cover the Agent's processing and administrative costs in the event of any assignment. Tenant shall also reimburse Landlord or its Agent for any attorney or other professional fees which might be incurred or connected with such transfer or assignment.
13. **CONTINUOUS OPERATION:** ~~As a material inducement to the Landlord to enter into this Lease, Tenant agrees to open the Leased Premises for business on the Commencement Date and to keep the Premises open for business thereafter. Tenant shall continuously use the Premises for the purpose stated in the Lease Use Clause Article during the Term of this Lease, carrying on therein Tenant's business undertaking diligently. Tenant shall keep the Premises open and available for business activity therein during such days and hours as are customary in the Shopping Center except when prevented by strikes, fire, casualty or other causes beyond the Tenant's control. The Tenant may operate the hours they deem necessary to maintain the Senior Citizen Facility.~~
14. **TENANT INDEMNIFICATION AND TENANT INSURANCE:** Tenant agrees that it will hold harmless Landlord and Agent **to the extent allowed by law** from any and all injury or damage to person or property in, on or about the Leased Premises and that part of the Common Areas adjoining the Leased Premises, including, without limitation, all costs, expense, claims or law suits arising in connection therewith. Tenant covenants that it will, at all times during the Term of the Lease and at its own cost and expense, carry public liability insurance on the Leased Premises, including the Common Areas adjoining the Leased Premises, with limits of not less than \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate and \$50,000.00 fire legal liability. Tenant further covenants that it will, at all times during the Lease Term and at its own cost and expense, carry insurance against damage by fire or other perils in an amount equal to the replacement value thereof on Tenant's inventory, furniture, fixtures and equipment and all parts of the Leased Premises for which the Tenant is responsible as defined in Lease Article 22. The same shall also include plate glass insurance, providing full coverage for replacement of the destroyed or damaged plate glass in or on the Premises. Each insurance policy shall be so written as to protect the Landlord, its Agent and the Tenant, as their respective interests may appear, and the originals of each and all such policies of insurance, or duplicates thereof issued by the insurance company, also known as Insurance Certificates, shall be delivered to the Landlord or to its Agent. The Insurance Certificate shall also acknowledge the hold harmless and waiver of subrogation, as described in Article 25 herein. If Tenant fails to provide such insurance, Landlord may, but shall not be obligated to do so and collect the cost of the same upon demand, or deduct the cost from the Tenant Security Deposit. **Nothing herein shall be deemed a waiver of Tenant's defense of sovereign immunity to tort liability.**
15. **ACCEPTANCE OF PREMISES:** Tenant hereby agrees to accept the Premises from the Landlord as they are found by Tenant on the date that Tenant takes possession for fixturing in "what is, as is and where is" condition, unless the Premises condition found "as is" is to be modified, altered or changed by Landlord, per Tenant's request and reduced to writing and made part of this Lease. After Tenant opens for business in the Premises, it shall have no legal or equitable remedy based either upon a claim that Landlord failed to deliver possession in accordance with the Lease or based on a claim that the size, location, lay-out dimensions or construction of the building, in which the Premises area located, or that the parking lots or other Common Areas, were not completed and/or furnished in accordance with the terms of this Lease. Tenant shall have such rights at law or equity to which it may be entitled in the event that the Landlord defaults hereunder on any of its leasehold improvements obligations, except that the Tenant hereby waives any right to cancel or terminate this Lease or seek a diminution or reduction of rent.
16. **ESTOPPEL CERTIFICATE:** Tenant shall, from time to time and within ten (10) days after request therefore by the Landlord, execute, acknowledge and deliver to the Landlord or its Agent a written Estoppel Certificate in recordable form. The Estoppel Certificate shall certify to the landlord, its Mortgagee or other party designated by the Landlord, as of the date of such Estoppel Certificate that (a) the Tenant is in possession of Leased Premises and is currently paying the ~~Base~~ Gross Rent and Additional Rent reserved hereunder; (b) the following Lease dates are and have been established: the Commencement Date and Termination Date of same Lease and that date upon which the Tenant started to pay rent; (c) that this Lease is unmodified and in full force and effect, or if there have been modifications, that the same are in full force and effect as modified and setting forth such modifications; (d) that there are no existing set-offs or defenses against the enforcement of any rights or remedies of the Landlord, or any duty or obligation of the Tenant, hereunder, and if so, specify the same in detail; and (e) that the Tenant has no knowledge of any event having occurred that will authorize the termination of this Lease by the Tenant, or that the Tenant has no knowledge of any uncured defaults on the part of the Landlord under this Lease, or if the Tenant has such knowledge, specifying the same in detail. In the event that the Tenant does not execute and deliver such Estoppel Certificate, as required herein, then this Article 16, for purposes of this Lease, shall be and shall constitute an Irrevocable Power of Attorney, appointing and designating the Landlord, its successors and assignees, as the Tenant's attorney-in-fact to execute and deliver such Estoppel Certificates as herein provided.
17. **SUBORDINATION AND ATTORNMEN:** Tenant agrees that this lease is subordinate to any mortgage or lien resulting from financing or refinancing, now or hereafter placed upon the land on which the Demised Premises have been built or upon any building hereafter placed upon the land, of which the Demised Premises are a part. Tenant will, further, attorn to and acknowledge the foreclosure purchaser or purchasers as the Landlord hereunder. This shall be self-operative and no further instrument of subordination shall be required by any mortgagee. However, Tenant shall, upon the request of any party in interest, promptly execute such instrument or certificate to carry out the intent thereof.
18. **QUIET ENJOYMENT:** Landlord hereby covenants that Tenant, upon fully complying with and promptly performing all the terms, covenants and conditions of this Lease, on its part to be performed, and further, upon the prompt and timely payment of all rental sums due hereunder, shall have and quietly enjoy the Premises for the Lease Term set forth herein.
19. **SHOPPING CENTER LAYOUT AND PARKING:** The Leased Premises are delineated and marked on the attached Exhibit A. The same Exhibit sets forth the general layout of the Shopping Center, but shall not be deemed to be a warranty by the Landlord that the Shopping Center is built exactly, per all the dimensions, as indicated by the diagram known as Exhibit A. Landlord hereby reserves its right to increase, reduce, modify or alter the dimensions and locations of roadways, parking lots, sidewalks and buildings, as Landlord shall, from time to time, deem proper at its discretion, provided same changes, additions or eliminations do not unreasonably interfere with Tenant's use of the Premises. Tenant shall have the nonexclusive use, in common with Landlord, other Tenants, their guests and customers, employees and invitees of the automobile parking areas, driveways and sidewalks and such loading facilities, which may be designated from time to time by Landlord. Tenant shall not park delivery vehicles in the customer parking lot, nor permit merchandise delivery from customer parking lot, in the event that delivery access and loading and unloading zones are provided by Landlord. All Common Areas and facilities and parking lots shall be subject to the exclusive control and management of the Landlord. Landlord shall have the right to establish, modify, change and enforce rules and regulations with respect to the Common Areas, common facilities and parking lot, and Tenant agrees to abide and conform with such rules and regulations. The right of Tenant customers to use the parking lot and its facilities shall apply only while they are shopping in the Shopping Center. Tenant agrees that it and its employees shall park their automobiles only in such areas as landlord, from time to time, may designate as employee parking areas. If such is the case, Tenant shall provide a listing of all employee vehicles and their license plate numbers, so that Landlord may monitor such parking area rules and regulations.
20. **LANDLORD MAINTENANCE:** Landlord covenants that it will, at its own cost and expense and with reasonable dispatch after being notified in writing by Tenant of the need therefore, make such repairs to the Common Areas, outside utility lines and exterior of the Demised Premises, including the foundation, roof, gutters, down spouts and outside walls, but excepting all storefronts and glass and doors, as may be necessary to keep the same in a good, workmanlike condition of repair. Landlord further covenants to maintain the sprinkler system, if it is so provided, contracting with a qualified sprinkler company for periodic inspection and necessary repairs. Any repairs to those items mentioned in this Article that are occasioned by a casualty resulting from the negligence or willful act of the Tenant, or any of its Agents, employees or contractors shall be charged to and promptly paid for by Tenant, subject to Tenant, being given credit for any money Landlord might receive with respect to such damage from its insurance. Landlord shall make such repairs and maintenance, if the need for is occasioned by the Tenant, at and upon Tenant's account and shall invoice Tenant for the same, if no insurance proceeds are available. It is hereby

understood that the Landlord shall have no liability whatsoever for damage or injury to person or property, including inventory, fixtures, ceiling tiles, lighting fixtures, carpet, wallpaper and paint that result from leaks caused by a defect in the roof, outside walls, gutters and/or down spouts, heating or air conditioning duct work, sewer back-up, sprinkler defects and/or freezing, unless such damage is due to Landlord's failure to make repairs thereto within a reasonable time after being notified by Tenant in writing of the need therefore. Landlord also agrees to maintain in a good condition of repair the parking lot of the Shopping Center, its lighting and striping. The covenants noted in this Article are subject to reimbursement, as applicable, pursuant to Article 6 found in this Lease.

21. **ROOF:** Tenant agrees that it will not cut the roof, drive nails into or place any debris on the roof of the building of which the Demised Premises constitute a part. Any roof alterations or repairs necessitated by Tenant's requirements (i.e. stove vents, antennae, etc.) shall be done at Tenant's expense and authorized only by Landlord's written permission and under Landlord supervision, or performed by or supervised by a roofing contractor approved by Landlord in writing. Tenant shall also pay to Landlord on demand the cost incurred by Landlord of roof repair or roof re-seal, when Tenant is a prime cause for the need to repair or re-seal, as for example, the removal of a hood vent and the necessary reseal when a restaurant has now closed and may be relet as a retail store.
22. **TENANT MAINTENANCE:** Tenant covenants that it will, during the Term hereof, and at its own cost and expense, maintain and upkeep the interior of the Demised Premises; including, without limitation, the heating, ventilating and air conditioning system, a.k.a. the HVAC system (including compressors and other major components), toilets, pipes, plumbing, wires and conduits, electric lines, electric panel box, any outdoor lighting on Tenant's circuit such as rear door lights and signage, storefronts and storefront glass, doors, and store fixtures in good condition and repair, making such replacements as may be necessary from time to time. Tenant understands and agrees that it is also responsible for any condensation in and/or around the HVAC system and its duct work.

Per the requirements of this Article, the Tenant agrees to obtain and maintain from a reputable company a service maintenance contract on the HVAC system and furnish the Landlord or its Agent with a copy of said contract on or around of the Commencement Date of this Lease. Near the end of its tenancy and upon the written request of the Landlord, Tenant shall forward copies of all inspection and service reports by its HVAC contractor to the Landlord or its Agent, stating in detail the condition of the HVAC system. Any necessary repairs or replacements indicated by such report, in order to place the system in a good, workmanlike condition, shall be made by Tenant at Tenant's expense. Landlord reserves the option, at Landlord's expense, to have a contractor of its choice to inspect the system for the purpose of determining any necessary steps to be taken by Tenant to place the system in a good, workmanlike condition.

23. **ADDITIONAL TENANT COVENANTS:**

a) Tenant shall not make alterations, additions or improvements to the building structure of which the Leased Premises are a part without first obtaining Landlord's written approval and consent. For purposes of this Lease, the structural components of the Shopping Center building are hereby defined as the foundation, structural steel, roof, exterior walls, storefront components including storefront glass and doors, back doors, or loading doors, existing interior plumbing improvements, exterior plumbing lines, HVAC unit components and ductwork, electric service, ceiling and light fixtures and Common Areas. Tenant shall present to Landlord plans and specifications for any such work at the time approval is sought from Landlord for Tenant structural modifications.

b) Tenant has the right to install its store trade fixtures in the Demised Premises, provided that such installation does not damage the construction of the building nor interfere with the structural components of the building of which the Leased Premises are a part. Such installations shall be at the sole risk and at the expense of the Tenant. All fixtures installed by Tenant shall remain the property of Tenant, and if the Tenant is not in default of the Lease, its terms and covenants herein, the same fixtures shall be removed by Tenant at the expense of the Tenant at the end of the Lease Term. Tenant further agrees to repair and/or to reimburse Landlord for the cost of repair for any damages to the Demised Premises caused by the installation and removal of its trade fixtures. In the event that fixtures are left behind or abandoned, Tenant shall pay to Landlord any expenses associated with repairs to the Premises caused by the removal of same fixtures.

c) Design of storefront signage and fabrication and installation of the same shall be approved by the Landlord or its Agent in writing prior to sign installation by Tenant at Tenant's expense. Tenant's sign installation is required to be completed and in place within sixty (60) days after Tenant opens the Premises for business. Failure to do so within the sixty (60) day time limit shall be regarded as a nonmonetary default of this Lease covenant. As a remedy to the default, Landlord is permitted to apply the Tenant Security Deposit to the Landlord expense of installing Tenant's signage. Tenant signage is subject to and shall be within the Sign Criteria established as Exhibit C and attached to this Lease. Tenant further agrees to maintain such storefront signage, awning signs, canopy signs, show window lettering, door signs or additional similar advertising signs in a good condition of repair and attractive display at all times. **The Tenant may relocate their existing storefront sign from Unit 24 to the new unit, #17-19.**

Signs installed by Tenant are the property of Tenant, and if Tenant is not in default hereunder, shall also be removed by Tenant at the end of the Lease Term at Tenant's expense. Signs that are left behind or abandoned become the property of the Landlord. If Tenant abandons sign upon termination or sooner of the Lease, Landlord shall have the right to remove the sign from the canopy of the Shopping Center and Tenant agrees to be responsible and liable for the cost of such removal and the cost of such repairs to the canopy occasioned by same removal. Expenses associated with Landlord removal of same signs are subject to deduction from Tenant's Security Deposit.

~~(d) Tenant shall open for business and shall remain open for business during those hours that are customary to the Shopping Center. However, in such event that a department store or supermarket in the Shopping Center is open for business, Tenant shall keep its Premises open for business from the hours of 10:00 a.m. until at least 9:00 p.m. Monday through Saturday and from the hours of 12:00 p.m. until at least 5:00 p.m. on Sunday. Tenant shall not be required to be open for business on religious holidays. The Tenant may operate the hours they deem necessary to maintain a Senior Citizen Facility.~~

~~(e) Neither Tenant nor any corporations or companies with which it is affiliated, controlled by, or which it controls shall conduct the same or similar business as described in the Use Clause Article of this Lease within a radius of three (3) miles from the perimeter of the Shopping Center. This shall not restrict Tenant from continuing to conduct any business already established in operation prior to the execution of this Lease Agreement, or restrict Tenant from conducting any business or business entity now in operation that may become the Tenant or part of the Tenant through acquisition or merger.~~

(f) Tenant will not use nor permit the Premises to be used for any illegal or immoral purpose. Tenant hereby agrees to comply with all Federal, State and Municipal laws, ordinances and regulations as they relate to Tenant's business and/or to the Premises in which the Tenant's business is located, and the use, storage and disposal of hazardous substances.

(g) Tenant agrees to contain within its Premises any and all noise, music, or odors and/or aromas, to the extent that no nuisance will be created to its neighbor Tenants, and all other Premises and Common Areas within the Shopping Center shall be free from noise or aromas which originate from Tenant's Premises.

(h) Tenant shall store all trash, rubbish and garbage in fully closed containers at the rear of the Leased Premises and Tenant shall pay all costs incidental to the removal thereof, unless Tenant is part of a common trash removal service provided by the Landlord or its Agent and subject to CAM reimbursement. Tenant shall not burn or otherwise dispose of any trash, waste, rubbish or garbage in and or about the Leased Premises. Any expenses incurred by Landlord related to the removal of the same shall be reimbursed by Tenant.

(i) Tenant covenants that it will, at its own expense, take such steps as shall be necessary to keep the Leased Premised free of termites, rodents, insects and other pests and that it will save Landlord harmless from any damage caused thereby. This obligation shall extend to any neighboring Premises, should Tenant's use of its Premises, i.e. restaurant, pet store, etc., be the predominant and likely cause of same problems in the neighbor Premises. Any expense incurred by Landlord in the removal or extermination of the same shall be reimbursed to Landlord by Tenant.

(j) Tenant shall not make any use of the Premises which would make voidable or void any policy of fire or extended coverage insurance covering any of the Shopping Center buildings or cause the buildings to become uninsurable. Tenant covenants that, without prior written consent of the Landlord, Tenant will not do anything which will increase the rate of fire insurance premium on the building. If by reason of any use by Tenant of the Premises or the keeping by Tenant of any flammable substances in the Premises, the hazardous insurance premiums or policies maintained by landlord shall be increased over normal rates for retail stores in the Shopping Center, the amount of the increase in the Landlord insurance premium shall be paid to Landlord by Tenant from time to time on demand. Tenant hereby covenants that it shall cease and desist any activity so affecting the insurability of the Shopping Center upon written demand of the Landlord.

(k) Tenant will not use nor permit to be used any advertising medium or device such as audio broadcast, loudspeaker, radio, public address system, remote radio station, or flashing or digital reader sign, without the prior written consent of the Landlord.

- (l) Tenant shall not hold any fire, bankruptcy, going-out-of business or auction sales, without the prior written consent of the Landlord.
- (m) Tenant shall not use the sidewalks or any other portions of the Common Areas for any purpose related to the selling of merchandise or services without the Landlord's consent in writing.
- (n) Tenant shall notify Landlord in writing of all accidents or security-related incidents, i.e. crimes against person(s) and property, which occur in or about the Premises or Shopping Center.
- (o) No radio or television aerial or satellite dish or disk shall be erected on the roof or exterior walls of the Leased Premises or on the grounds or on the Shopping Center Common Areas without the written consent of the Landlord in each instance. Any aerial so installed without such written consent shall be subject to removal by Landlord or its Agent without notice at any time, and Tenant shall pay Landlord, on demand, the cost of such removal.
- (p) Tenant is hereby responsible and liable for any freezing in pipes and/or within plumbing fixtures and shall pay for the damages incurred. Tenant shall keep the Premises at a sufficient temperature to prevent such freezing or make such arrangements with the local Utility to prevent freeze-ups.
- 24. LANDLORD INSPECTION AND ACCESS:** Landlord or its Agent, employees and/or contractors shall have the right to enter the Premises at any reasonable time to examine the same; to show the Premises to prospective purchasers, lenders, or prospective Tenants of the Premises; and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. If Tenant is not personally present to permit entry and an entry is necessary, Landlord or its Agent may, in the case of emergency, or if the Premises are unsecured and temporarily unoccupied, forcibly enter or secure the same, or take such other steps to address the emergency that Landlord deems appropriate, without rendering Landlord liable therefore. Otherwise, all such work and installation shall be done, so far as practical, so as not to unreasonably interfere with Tenant's use of the Premises. Tenant also hereby grants unto Landlord and its Agent the right, within four (4) months prior to the termination of said Lease Term, to post and to remain thereon, without hindrance or destruction, the usual notice of "For Rent" on the storefront glass or front walls of said Premises. The exercise of any of these reserved rights by Landlord shall not be deemed as an eviction or disturbance of Tenant's use, possession and quiet enjoyment of the Premises, and shall never render Landlord liable in any manner to Tenant or any other person.
- 25. WAIVER OF SUBROGATION:** Tenant hereby releases Landlord from liability and waives all rights of recovery against Landlord and Agent for any loss in or about the Premises, from perils insured against and under the fire insurance contract, including any all risk endorsements thereof, whether due to negligence or any other cause. This release of liability shall be operative only as long as waiver of subrogation clauses are available on insurance policies, in the amounts, form, kinds and with a company satisfactory to Landlord mortgagee or to mortgagee, as Landlord, in the event of foreclosure.
- 26. INDEMNITY AGAINST LIENS:** Tenant agrees that it will, at all times during the Term of this Lease, take any and all steps necessary to prevent the filing of mechanics liens against the Leased Premises. Tenant further agrees to indemnify and save the Landlord harmless from and against any and all liabilities incurred by Tenant or claimed or charged against the Leased Premises. Tenant shall promptly pay, or otherwise discharge, any and all such claims, expenses and liens, including the mechanic's material men's and other laborer's liens asserted or claimed against the Premises or any part thereof. In no event shall Landlord or any of the Landlord's property be liable for or chargeable with any expense or lien for work, labor or materials used for and in the Premises; or for any improvements thereof or changes made upon the order of Tenant, or to discharge the obligations of the Tenant.
- 27. FIRE AND/OR DESTRUCTION:** If the Leased Premises shall be damaged by fire or other casualty during the Term hereof, Landlord agrees that it will restore the structural components and items, as defined in Article 23(a) hereof, with reasonable dispatch to substantially the same condition that they were in so far as the proceeds from Landlord's insurance permit and, further provided that, Landlord's mortgagee does not require insurance proceeds to be paid to it. Once Landlord restoration work is complete, and since time is of the essence, Tenant's rent payment shall re-commence on the thirtieth (30th) day after Landlord notifies Tenant in writing that the Premises are ready for fixturing. The Tenant shall be responsible, at its sole cost and expense, to repair or replace any and all of the Tenant's fixtures, equipment and leasehold improvements which were damaged or destroyed by the same insured cause. The rent payable hereunder shall be equitably and proportionately abated, according to loss of use to Tenant, during the period of time intervening between the date of such fire and/or destruction and the date that the Leased Premises are restored. However, if the damage is due to the fault or the negligence of the Tenant or its employees, there shall be no abatement of rent. If such destruction occurs, during the last two (2) years of the term and exceeds fifty percent (50%) of the insurable value of the Leased Premises at the time of such destruction occurs, Landlord, at its option, may terminate this Lease as of the date of such destruction by giving Tenant written notice of its intention to do so within sixty (60) days after such date of destruction. If this Lease is so terminated, then the rent payable hereunder shall be abated as of the date of same destruction and Tenant shall remove all its property from the Leased Premises within thirty (30) days after the receipt of written notice of termination. Unless Landlord gives such notice, this Lease shall remain in full force and effect and Landlord shall repair such damage as its expense, as expeditiously as possible under the circumstances.
- 28. FORCE MAJEURE:** In the event that either party hereto shall be delayed or hindered in, or prevented from, the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature, not the fault of the party delayed in performing the work or doing acts required under the terms of this Lease, then performance of such acts shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, that the provisions of this Lease Article shall not operate to release Tenant from this Lease nor to excuse Tenant, nor shall Tenant in any event be excused from prompt payment of ~~Base~~ Gross Rent, Percentage Rent, Additional Rent, Additional Rent adjustments and all other charges due Landlord by Tenant.
- 29. EMINENT DOMAIN:** If all the Premises are condemned or taken by the power of eminent domain exercised by any governmental or quasi-governmental authority, this Lease shall terminate as of the date that the Tenant is required to vacate the Premises and all ~~Base~~ Gross and Additional Rent shall be paid up to and until same date of termination. If only part of the Leased Premises shall be taken and the size of the Premises are proportionately reduced, then the Tenant is entitled to an equal and proportionate reduction in ~~Base~~ Gross Rent and Additional Rent. Further, Landlord shall, as expeditiously as possible, repair the remaining portion of Leased Premises to the extent necessary to render the same suitable for which the Premises were leased. Tenant hereby waives any right that it may have to any condemnation award or sum paid under threat of condemnation as a result of a complete or partial taking of the Leased Premises and/or any portion of the Shopping Center or its Common Areas. If there is only a partial taking of the Shopping Center and/or its Common Areas, this Lease shall not terminate and this Lease shall remain in full force and in effect. After partial taking of the Shopping Center or its Common Areas, the Landlord, within a reasonable time thereafter, shall repair or reconstruct the remaining portion of the Shopping Center and/or its Common Areas to the extent necessary to make the same a complete architectural unit.
- 30. TENANT DEFAULT:** The occurrence of any one of the following events constitutes a default by the Tenant and a breach of this Lease and its covenants by the Tenant, if such default, breach or non performance is continued and not cured within ~~five (5)~~ **fifteen (15)** days after written notice from Landlord: (a) The vacating or abandonment of the Premises by Tenant, or the failure of the Tenant to be open for business and for the conduct of business as described in the Use Clause Article found in the Lease Agreement, (b) The failure by Tenant to make any payment of ~~Base~~ Gross Rent, Percentage Rent, Additional Rent and Additional Rent Charges and adjustments on or before the due date thereof, (c) The failure by Tenant to perform any covenants herein or the breach by Tenant of any Lease covenants herein, other than those described in sections (a) and (b) of this Article 30, and the further failure by Tenant to cure such covenant breach or non-performance, or to commence to cure and diligently pursue the cure of the covenant breach or non-performance which cannot be fully remedied within five (5) days, (d) Petition by Tenant for bankruptcy, insolvency, or general assignment for the benefit of its creditors, or receiver appointment for Tenant for the substantial part of its assets and properties and such receiver is not removed with ~~five (5)~~ **fifteen (15)** days after its appointment, (e) If the Tenant shall default as described in this Article 30, or in the performance of any covenant contained in this Lease, and if such default is repeated once within the next twelve months then, notwithstanding that such defaults shall have been cured within the period after notice as herein provided, any further similar default within such twelve month period shall be deemed a Tenant Default which cannot be cured, notwithstanding provisions for cure provided in this Lease. Upon such default, the Landlord may proceed, with five days notice but no opportunity for cure, to exercise its remedies upon default.
- 31. LANDLORD REMEDIES:** In the event of Tenant Default, including Tenant's abandonment or vacating the Premises, Landlord shall have the right, in addition to all other rights and remedies provided by the law, to terminate this Lease, and/or to re-enter and take possession of the Premises, peaceably or by force, and/or to change the locks thereto and to remove any property and merchandise therein, without liability to Tenant for damage arising therefrom and without obligation to Tenant to store any merchandise and property. Any costs of removal and storage of Tenant's fixtures, inventory, equipment or any other personal property shall be the expense of Tenant and shall be added to all sums owed by Tenant to Landlord. Further, Landlord is under no obligation to Tenant, after default or abandonment, to relet the Premises in the name of Tenant or for the benefit of the Landlord. Landlord may, at its option and without subsequent notice to Tenant, re-let the Premises for such term and on such covenants and purposes as Landlord, in its sole discretion, may determine are in the best interest of the Landlord. Landlord may collect and receive all rents derived therefrom and apply the same, after deduction of appropriate expenses, to the payment of the rent overdue and payable hereunder from the Tenant in default. The Tenant in default shall remain liable for any deficiency. Further, Landlord shall not be responsible for or liable for any failure to re-let the Premises or any part hereof, or for any failure to collect any rent connected therewith. The Landlord's recovery of possession of the Premises by any means shall not relieve the Tenant of

its obligation to pay ~~Base~~ Gross Rent, Additional Rent or Additional Rent Adjustments through the term of the Lease, including any extensions in effect at the time of default under which Tenant then occupies the Premises.

Acceptance by Landlord of delinquent rent from Tenant after Tenant default shall not cure such default or entitle Tenant to possession of the Premises. Tenant hereby expressly waives any and all rights of redemption, if any, granted by and under any present or future law, in the event that Tenant shall be evicted or dispossessed for any cause in default or in the event that the Landlord obtains possession of the Premises by virtue of the remedies outlined in this Lease, or otherwise. The receipt by Landlord or its Agent of rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any covenant hereof shall be deemed to have been agreed upon, unless explicitly reduced to written agreement and signed by Landlord and Tenant.

All remedies of Landlord shall be cumulative.

32. **ATTORNEY FEES:** Tenant hereby agrees to pay all costs incurred by the Landlord on account of the Tenant's default, including but not limited to collection costs, court costs and attorney fees in an amount equal to twenty-five percent (25%) of any money owed at the time and accruing after Landlord requests the assistance of an attorney. If Tenant's default is a non-monetary default, Tenant shall pay Landlord's actual attorney's fees or \$250.00, whichever is greater, notwithstanding any cure of said default.

33. **HOLDOVER AND SUCCESSIVE TENANT:** If Tenant shall be in possession of the Premises after the established Termination Date of the Lease, and in the absence of any written agreement extending the term hereof, the tenancy of this Lease shall become one from month-to-month, to be terminated by either Tenant or Landlord on thirty (30) days written notice. Tenant shall pay the rent for the thirty (30) days following notice.

Tenant acknowledges that possession of the Leased Premises must be surrendered to Landlord on the Termination Date or sooner. Tenant agrees to indemnify and save Landlord harmless from any and all costs, claims, loss or liability resulting from delay by Tenant in so surrendering the Leased Premises, including, without limitation, any claims made by a succeeding Tenant founded on such delay. The parties hereto recognize and agree that the damage to the Landlord resulting from any failure to timely surrender possession will be extremely substantial, will exceed the ~~Base~~ Gross Rent, Additional Rent charges and Percentage Rent payable hereunder, and will be impossible to measure accurately. Tenant therefore agrees that if possession of the Lease Premises is not surrendered to Landlord within twenty-four (24) hours after the Termination Date or sooner, then the Tenant shall pay to Landlord for each month and for any portion of a month during which the Tenant holds over in the Leased Premises a sum equal to two (2) times the aggregate of ~~Base~~ Gross Rent plus Additional Rent charges which are payable under this Lease during the last month of the term hereof, in addition to the Landlord's actual damage incurred by Tenant's failure to surrender which exceeds such rent. Nothing herein contained shall be deemed to permit Tenant to retain possession of the Leased Premises after the termination of the Lease Term, unless specifically agreed to in writing. The provisions of this Article shall survive the expiration or said sooner termination of Lease Term.

34. **TERMINATION AND SURRENDER:** Upon the expiration or termination of this Lease, Tenant shall surrender the Premises to Landlord in as good as condition as they were found upon the Tenant taking possession of the Premises; except for ordinary wear and tear, reduction of the Premises by condemnation or damage by fire, destruction or other casualties or causes beyond Tenant's control. Tenant shall deliver to Landlord or its Agent all keys to the Premises and remove all its personal property, merchandise and trade fixtures and make such necessary repairs or reimbursement, pursuant to Articles 21, 22(b) and 23(c) found in this Lease. After Tenant vacating or Tenant abandonment, Landlord may elect to retain or dispose of, in any manner, Tenant alterations and improvements or Tenant's personal property that Tenant does not remove from the Leased Premises before or after the Termination Date of the Term. Title to any such Tenant alterations or Tenant's personal property, that Landlord elects to retain or dispose of after the Term, shall vest to and in the Landlord. Tenant waives all claims against Landlord for any damage to Tenant resulting from Landlord's retention or disposition of any such alterations or personal property. Tenant is further liable to Landlord for Landlord's expenses and costs for removing and disposing of any Tenant alterations or Tenant personal property which Landlord does not elect to acquire.

35. **TENANT WAIVERS:** The failure of Landlord to insist, in any one or more instances, to strict performance by Tenant as to any Lease covenants shall, not be construed as a waiver by Landlord or relinquishment, in the future, of such covenants, but the same shall continue and remain in full force and effect. The receipt by Landlord or its Agent of rent with knowledge of a covenant breach hereof shall not be deemed a waiver of the same covenant breach, and no waiver by Landlord of any provision hereof shall be deemed to have been agreed upon unless expressed in writing and signed by the parties hereto.

Tenant hereby waives the benefit of the homestead exemption as to this Lease.

36. **EXCULPATION:** The term "Landlord" as used in this Lease means only the owner, for the time being or at the time of Lease execution by Tenant, of the building in which the Premises are located or the owner of a Lease of both said building and the land thereunder. Landlord shall be liable for the performance of its obligations hereunder only to the extent of Landlord's assets as they pertain to the Shopping Center. The respective partners of the Landlord, their heirs, its Agent, its personal representatives, successors and assignees shall not be liable personally. Further, the liability of the Landlord shall not extend beyond the period of time of Landlord's ownership of the Shopping Center.

37. **SUCCESSORS AND ASSIGNS:** All the terms, covenants and agreements of this Lease shall extend to and be binding upon the Landlord and be binding upon the Tenant and its respective heirs, administrators, executors, successors, assignees, subtenants, sublessees, concessionaires, marital communities, if any, and their respective assigns; and/or upon any person or persons coming into ownership or possession of any interest in the Premises by operation of law or otherwise.

38. **NOTICES:** Any notice herein provided for to be given to Landlord shall be deemed to be given if and when posted in United States registered or certified mail, postage prepaid, addressed to the Landlord, c/o Harvey Lindsay Commercial Real Estate, 999 Waterside Drive, 14th Floor, Norfolk, Virginia 23510-3300. Any notice herein provided for to be given to Tenant shall be deemed to be given if and when posted in United States registered or certified mail, postage prepaid, addressed to Tenant at the address of the leased Premises, or hand delivered to Premises, or unless otherwise, which Tenant Notice Address is:

If there is more than one Tenant, such as a Partnership, any notice required or permitted hereunder may be given by or to any one thereof, and shall have the same force and effect as if given by and to all thereof. Either party may, at any time, change its address for the purposes of notice hereof by sending a written notice to the other party stating the change and setting forth the new address.

39. **LANDLORD AND AGENT:** Commission payable to agent in connection with this Lease is subject to the terms of the Leasing and management Agreement between Landlord and Agent or subject to the terms of the Leasing Services Only Agreement between Landlord and its Agent. Landlord will indemnify, defend and hold Agent harmless from any claims arising from Agent's enforcement of this Lease.

40. **AGENCY DISCLOSURE:** Pursuant to Virginia Real Estate Board regulation Section 6.3, Harvey Lindsay Commercial Real Estate, a Virginia General Partnership, makes the following disclosures:

I. In the above transaction, Harvey Lindsay Commercial Real Estate represents:

- ☐ A. the Tenant exclusively;
☒ B. the Landlord exclusively; or
☐ C. the Tenant and Landlord jointly and such dual agency is expressly consented to by the parties by their execution hereof.

II. In the above transaction, Harvey Lindsay Commercial Real Estate shall receive its compensation from:

- ☐ A. the Tenant exclusively;
☒ B. the Landlord exclusively; or
☐ C. the Tenant and Landlord jointly and such dual compensation is expressly consented to by the parties by their execution

hereof.

The Landlord and Tenant acknowledge, agree with, and consent to the representation and compensation disclosed above.

41. **ENTIRE AGREEMENT:** This Lease contains the entire agreement of the parties hereto. Any and all oral or written agreements, understandings, representations and warranties, promises and statements of the parties hereto or from their respective officers and directors or from their partners, Agents or brokers with respect to the subject matter of this Lease, and any matter not covered and mentioned in this Lease, shall be inferior and be merged in and by this Original Lease. No such prior oral or written agreement, understanding, representation or warranty, promise or statement shall be effective or binding for any

reason or purpose, unless specifically set forth in this original Lease. No provision of this Lease may be amended or added to except by an agreement in writing, signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

This Lease consists of seven (7) printed pages, a Site Plan marked Exhibit A, ~~Description of Landlord's Standard Store Specifications marked on Exhibit B~~, Sign Criteria marked Exhibit C and a ~~Guaranty of Lease marked Exhibit D~~.

42. **LEASE SUBMISSION:** The submission of this Lease for examination does not constitute an offer to lease. This Lease shall become effective only upon execution hereof by both Tenant and Landlord.

43. **TENANT'S STATUS:** Tenant is a: (check only one of A, B or C)

- A. ☐ Sole Proprietorship owned by
- B. ☐ A corporation formed under the laws of the State of On
as its President and its registered agent, and is/is not a Limited Liability Corporation.
- C. ☐ Partnership comprised of the following general partner(s):
.....
and is/is not a Limited Partnership.
- D. If it is an out of state corporation or partnership, Tenant was authorized to do business in Virginia on
- E. Tenant's trade name(s):

IN WITNESS WHEREOF this Lease has been duly executed by the parties hereto, as of the date found on Page 1.

TENANT: County of York

LANDLORD: Grafton II Associates, GP

BY:

BY:

BY:

BY:

TENANT'S SSN/TAX ID:

44. **GROSS RENT SCHEDULE:**

<u>FOOT</u>	<u>LEASE YEAR</u>	<u>ANNUAL</u>	<u>MONTHLY</u>	<u>PER SQUARE</u>
	February 1, 2001 – January 31, 2002	\$65,771.11	\$5,480.93	\$10.33
	February 1, 2002 – January 31, 2003	\$65,771.11	\$5,480.93	\$10.33
	February 1, 2003 – January 31, 2004	\$65,771.11	\$5,480.93	\$10.33
	February 1, 2004 – January 31, 2005	\$70,037.00	\$5,836.42	\$11.00
	February 1, 2005 – January 31, 2006	\$70,037.00	\$5,836.42	\$11.00

45. Tenant to accept space "as-is." All electrical, plumbing and HVAC systems will be in good working order at the time of tenants acceptance of the space.

46. **Tenant's obligation subject to annual appropriations:** Notwithstanding any other provisions in this lease to the contrary, Tenant may terminate this Lease as of the end of any of Tenant's fiscal years if the York County Board of Supervisors fails to appropriate funds sufficient to support Tenant's obligation to pay rent as set out in this Lease agreement. In such event, Tenant shall provide notice to Landlord no later than thirty (30) days after the Board of Supervisors shall have adopted its budget for the ensuing fiscal year that the Lease shall be terminated at the conclusion of the then current fiscal year (ending as of midnight July 31 of each year). In such event Tenant shall surrender the premises to Landlord at the end of the fiscal year in accordance with the terms of Paragraph 34 above.

EXHIBIT A
SITE PLAN

EXHIBIT C

SIGN CRITERIA

The following specifications shall be controlling for all signs. In such event that this Exhibit C is in dispute with City sign ordinances, the local jurisdictional codes shall prevail.

Prior to sign purchase and sign installation, the Tenant shall submit to Landlord and/or Landlord's Agent three copies of drawings or renderings of its proposed sign. Each of these copies shall be reviewed and approved in writing by Landlord or its Agent prior to Tenant purchasing or installing said sign. Two (2) copies of the approved drawings shall be returned to Tenant and/or its sign contractor. Agent assumes no liability for sign purchases or sign installation that is in place prior to Agent's written approval.

The installation of a sign and the cost incurred shall be the responsibility of the Tenant. Sign construction is to be completed in compliance with the instructions, limitations, and criteria contained herein that follows:

1. Tenant shall be required to identify the Leased Premises by a sign that shall consist of individual channel neon letters that are internally illuminated.
2. Sign drawings shall clearly show sign colors, graphics and frame color as well as construction and attachment details.
3. The wording of signs shall be limited to Tenant's Trade Name only. Logo will be permitted.
4. All signs shall have concealed attachment devices, clips, wiring, transformers, lamps, tubes and ballast.
5. The height of the sign letters shall not be less than 8 inches, nor exceed 36 inches. The sign letter shall be no greater than 6 inches in depth.
6. The length of same sign shall be no greater than 80% of the linear distance of the storefront canopy upon which the sign will be mounted. No part of such sign shall be closer than 18 inches to the canopy side or canopy edge nor closer than 12 inches to the top and the bottom of the Tenant sign canopy area.
7. No part of same sign shall hang above or below tenant's canopy sign area.
8. Tenant is also responsible for restoring to its original condition the storefront canopy upon which the sign is erected at the end of its tenancy.
9. The following types of signs are prohibited:
 - a. Any sign which violates the local City sign codes.
 - b. Paper signs, decals and/or stickers utilized as signs.
 - c. Signs of a temporary character or purpose.
 - d. Flashing signs, moving messages signs, digital reader signs and changeable letter signs.
 - e. Signs extended at right angles to the storefront.
10. Tenant must also install an under-canopy sign, which shall be located in a position approved by Landlord or its Agent.

Tenant acknowledges that it is Landlord's intention through its Agent to develop and maintain a first-class appearance for the Shopping Center. The Shopping Center Sign Criteria is an extension of such intention and Tenant will put forth its best efforts to uphold and maintain the Center's standards.

Acknowledged this _____ day of _____, 2000.

Tenant: _____

By: _____